

FOURTH SUPPLEMENTAL INDENTURE **AUG 12 1975 - 1 40 AM**

INTERSTATE COMMERCE COMMISSION

THIS FOURTH SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 10th day of June, 1975, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, NORTH AMERICAN CAR (CANADA) LIMITED, a corporation duly organized and existing under and by virtue of the laws of the Province of Ontario, Canada (hereinafter called the "Guarantor"), party of the second part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part;

W I T N E S S E T H

WHEREAS, the parties have heretofore on the 1st day of July, 1971, ^{Rec 6225} executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment, have become worn out, unsuitable for use or lost or destroyed:

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
23573	Class 111A100W1, 100 Ton, 20,590 Gallon capacity Tank Car	\$15,100.00
23679	Class 111A100W1, 100 Ton, 20,600 Gallon capacity Tank Car	\$15,600.00
16264	Class 111A100W1, 100 Ton, 16,509 Gallon Capacity Tank Car	\$17,200.00

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company and the Guarantor when authorized by resolution of their respective Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture or indentures supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or porperties of the Company or the Guarantor, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, in consideration of the sum of \$1.00 duly paid to the Company and the Guarantor, respectively, by the Trustee at or before the ensealing and delivery hereof and for ^{other} ~~toehr~~ valueable consideration, the receipt whereof is hereby acknowledged, the Company and Guarangor have executed and delivered this Third Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed,

warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered, and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver, and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the Company in and to any and all of the following described railroad cars:

<u>Car Numbers</u>	<u>Description</u>	<u>Fair Market Value</u>
2442	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,900.00
2467	Class DOT 111A100W3, 50 Ton, 10,000 Gallon Capacity Tank Cars	\$3,000.00
3854, 3864	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$3,000.00
14917, 14950	Class DOT 111A100W3, 50 Ton, 10,000 Gallon Capacity Tank Cars	\$2,600.00
14966, 14975	Class DOT 111A100W3, 50 Ton, 10,000 Gallon Capacity Tank Cars	\$2,600.00
15316, 15323 15341	Class DOT 111A100W3, 50 Ton, 10,000 Gallon Capacity Tank Cars	\$2,900.00
15422	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,400.00
15423	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,300.00
15434	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,400.00
15439	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,300.00
15540	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,200.00
3850	Class DOT 111A100W3, 50 Ton, 11,000 Gallon Capacity Tank Cars	\$2,600.00
14956	Class DOT 111A100W3, 50 Ton, 10,000 Gallon Capacity Tank Cars	\$2,800.00

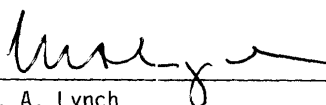
subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule I annexed to the Indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above property whether now owned or hereafter acquired, unto the Trustee, and its successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

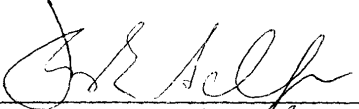
From and after (but only from and after) the execution of this Fourth Supplemental Indenture for Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the Fourth Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company, the Guarantor and the Trustee have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By 
M. A. Lynch
as Vice President

ATTEST:


Assistant Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By *R. B. Oppenheimer*
R. B. Oppenheimer
as Vice President

ATTEST:

John E. Self
Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

By *J. Krueger*
VICE PRESIDENT

ATTEST:

J. Krueger
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19th day of June 1975 before me personally appeared M. A. Lynch and T. E. Schulze, to me personally known, who being duly sworn say that they are a Vice President and the Assistant Secretary, respectively, of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was on June 19, 1975, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano
Notary Public

My Commission Expires: 6/30/79

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 19th day of June 1975 before me personally appeared R. B. Oppenheimer and T. E. Schulze, to me personally known, who being by me duly sworn say that they are a Vice President and the Assistant Secretary, respectively, of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on June 19, 1975, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenny Catalano
Notary Public

My Commission Expires: 6/30/79

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 25th day of July before me personally appeared
J. L. SPRENG and J. E. KRUEGER, to me personally
known, who being by me duly sworn say that they are a Vice President and the ~~Assistant~~
Secretary, respectively, of Harris Trust and Savings Bank, that one of the seals
affixed to the foregoing instrument is the corporate seal of said bank and
that said instrument was on JUL 25, 1975, signed and sealed on
behalf of said bank by authority of its Board of Directors, and they acknowledged
that the execution of the foregoing instrument was the free act and deed of
said bank.

J. M. Moennich
Notary Public

My Commission Expires: SEPTEMBER 2, 1975